

**United States District Court for the District of Columbia**

If the Social Security Administration (SSA) reduced your benefits because you received old age benefits from the National Insurance Institute of Israel (NII), you could receive money from a class action settlement.

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- A settlement for Class members has been proposed in a class action lawsuit against the United States Social Security Administration (SSA). The lawsuit claims that SSA wrongly reduced some payments for Social Security old age, survivors, and disability insurance benefits by applying the Windfall Elimination Provision (WEP) if a person received old age benefits from the National Institute of Israel (NII Old Age Benefits). As part of the settlement, SSA has agreed not to apply WEP due to receipt of NII Old Age Benefits.
- You may be a member of this Class if SSA applied the WEP to your NII Old Age Benefits on or after September 3, 2004. If you are a member of the Class, you may be eligible for a payment under the settlement.
- In order for SSA to determine if you are eligible for a payment, you must contact SSA to arrange for a review of your record.
- The United States District Court for the District of Columbia authorized this Notice. Before the settlement is effective, the Court will have a hearing to decide whether to approve it.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

**YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT:**

<b>Ask SSA To Conduct A Settlement Claim Review</b>	To determine if you are eligible for a payment under the settlement, you must contact SSA to arrange for a review of your record by calling one of the toll-free numbers set up by SSA that are listed in Section 23 of this Notice, or by completing and sending the enclosed "Settlement Claim Review" form to SSA. If you do not contact SSA, SSA may not review your record.
<b>Exclude Yourself (also known as "opting-out")</b>	You won't be part of the Class or the settlement if you send in the enclosed Opt-Out form. You won't get your record reviewed under the settlement. However, you will keep your right to make claims against SSA in another lawsuit or administrative proceeding.
<b>Object</b>	You can write to the Court about why you don't like the settlement.
<b>Go To A Hearing</b>	You can ask to speak in Court about the fairness of the settlement.
<b>Do Nothing</b>	You will be part of the Class and could have your record reviewed. However, you must contact SSA to start the review process. If you are part of the Class, you will give up your right, if any, to be part of any other lawsuit or administrative proceeding against SSA that includes the legal claims in this lawsuit.

These rights, options, and deadlines are explained in this Notice. You can review the proposed settlement agreement and get more information, at [www.ssa.gov/greenberg](http://www.ssa.gov/greenberg) or by calling one of the toll free numbers listed in Section 23 of this Notice (access charges may apply).

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# BASIC INFORMATION

## 1. What is the purpose of this Notice?

The purpose of this Notice is to advise persons, who may meet the definition of the Class set by the Court, about the proposed agreement to settle the lawsuit. The lawsuit is a class action. Before the Court decides whether to give final approval to the settlement agreement, Class members – that is, persons who meet the definition of the Class set by the Court – have a right to know their legal rights and options in the proposed settlement agreement to resolve the lawsuit.

The Court in charge of the lawsuit is the United States District Court for the District of Columbia. The lawsuit is formally called *GREENBERG v. CAROLYN W. COLVIN, in her official capacity as Acting Commissioner of the Social Security Administration, and THE SOCIAL SECURITY ADMINISTRATION*, No. 1:13-cv-01837-RMC (D.D.C.). The person who sued SSA is a man by the name of Mr. Ephraim Greenberg. He is known in the lawsuit as the “named plaintiff” or the “class representative.” The defendants in the lawsuit are SSA and Carolyn Colvin, in her official capacity as Acting Commissioner of SSA.

## 2. What is this lawsuit about?

On November 21, 2013, Ephraim Greenberg started the lawsuit by filing a complaint with the Court. The lawsuit focuses on reductions to payments made by SSA to certain persons for Social Security old age, survivors, and disability insurance benefits (OASDI benefits). The lawsuit alleges that SSA made these reductions by misapplying the Windfall Elimination Provision in the Social Security Act. This provision, also known as the “WEP,” is found in Section 113 of the Social Security Amendments of 1983, Pub. L. 98-21, 97 Stat. 65 (Apr. 20, 1983), as amended, (*codified at* 42 U.S.C. §§ 415(a)(7), 415 (d)(3), and 415(f)(9)), and/or 20 C.F.R. § 404.213.

Mr. Greenberg’s complaint alleges that SSA instituted a policy and/or engaged in a practice that treats NII Old Age Benefits as a “two-tiered” pension that is based in part on the recipient’s earnings in employment. His complaint also alleges that SSA misapplied and continues to misapply the WEP to reduce Class members’ payments for OASDI benefits, if the Class member received NII Old Age Benefits. According to Mr. Greenberg’s complaint, by applying that policy and/or practice and generally misapplying the WEP, SSA improperly reduced the payments of Mr. Greenberg, as well as other persons, for OASDI payments..

The lawsuit asks the Court to enter a judgment (1) declaring that SSA and the Commissioner’s policy and/or practice treating NII Old Age Benefits as a “two-tiered” pension is unlawful, (2) requiring SSA to rescind that policy and practice, and (3) requiring SSA to compensate Class members for the reductions that SSA made to their OASDI payments because of that policy and/or SSA’s general misapplication of WEP.

## 3. Why is this a class action?

In a class action, one or more “class representatives” sue on behalf of all those persons with the same types of claims arising from the same events. In the lawsuit, Mr. Greenberg is the class representative, and he is suing to obtain payments for a class of individuals with a specific type of claim for compensation. That class is called the settlement Class, and its members—those who meet the “Class” definition—are the Class members. In a class action, one court resolves the issues for all Class members.

## 4. Why is there a settlement agreement?

The Court has not decided in favor of the members of the Class or the defendants in the lawsuit. Rather, both sides agreed to settle this case to avoid the cost, delay, and risk of protracted litigation. The class representative (Mr. Greenberg) and the lawyers appointed by the Court to represent the members of the Class in the lawsuit believe the proposed settlement is in the best interests of all Class members.

# WHO IS IN THE SETTLEMENT AGREEMENT

## 5. How do I know if I am part of the settlement agreement?

You may be eligible to receive a money payment and the other benefits provided for by the settlement agreement if you are one of the persons in the Class. A person who is in the Class is referred to in this Notice as a “Class member.” The Court decided that the Class is comprised of:

“every person who is a Beneficiary and who either:

- (a) has had his or her OASDI Benefits payment(s) reduced by SSA since September 3, 2004 through application of the WEP based on his or her receipt of NII Old Age Benefits, or,
- (b) been assessed an Overpayment(s) by SSA since September 3, 2004 through application of the WEP based on his or her receipt of NII Old Age Benefits.”

In this definition of “Class,” the following terms have the following means:

- “Beneficiary” means a person or persons, or his/her Representative Payee(s) as provided under the Act who has received or is receiving OASDI Benefits payment(s), or, if such person(s) is deceased, the estate or heirs of such person(s), as applicable.
- “OASDI Benefits payment(s),” means Old Age, Survivors, and/or Disability Insurance payments paid by SSA to Class members under Title II of the Social Security Act.
- “Overpayment” means any determination by SSA that a Beneficiary has been overpaid an OASDI Benefits payment(s) and that the recipient would have to repay the overage and/or that the overage would be subtracted from OASDI Benefits payment(s) or other benefits.
- “Representative Payee(s)” means a person who has been selected or appointed to receive OASDI Benefits payments on behalf of any Beneficiary pursuant to the Act and its regulations.

The Court certified the Class as a plaintiff class under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

## 6. Are there exceptions to being included in the settlement?

Even if you are someone who meets the definition of a Class member described in Section 5, you are not in the Class, and not part of the settlement agreement, if you exclude yourself from the settlement by following the “opt-out” procedures described in Section 12 of this Notice.

# The BENEFITS OF THE SETTLEMENT AGREEMENT

## 7. What benefits does the settlement agreement provide for?

The following description summarizes the key benefits of the settlement agreement:

- **Monetary payment.** Subject to meeting certain eligibility requirements, SSA shall pay to each Class member:
  - (a) the full amount of all reductions, if any, that SSA made to the Class member’s payments for Social Security old age, survivors, and disability insurance benefits since September 3, 2004 through application of the WEP based on his or her receipt of NII Old Age Benefits;
  - (b) and, the full amount of all collections, if any, that SSA has made for any Overpayment(s) that have been assessed since September 3, 2004 against the Class member through application of the WEP based on his or her receipt of NII Old Age Benefits;
  - (c) less, the percentage, if any, of the amounts described in (a) and (b) that the Court awards for attorney fees to the lawyers appointed by the Court to represent the members of the Class in the lawsuit. Those lawyers are called “Class Counsel.”

- **Rescission of the policy and practice of applying WEP to NII Old Age Benefits.** The settlement agreement requires SSA to rescind its policy and practice of applying WEP to NII Old Age Benefits and to no longer reduce payments for OASDI benefits because the recipient receives NII Old Age Benefits.

#### 8. What happens if the Court does not approve the settlement agreement?

If the Court does not approve the settlement agreement after the Fairness Hearing, then the settlement agreement will be dissolved and have no effect.

## HOW TO BENEFIT FROM THE SETTLEMENT AGREEMENT

#### 9. How can I benefit from the settlement agreement?

To be eligible to receive a money payment provided for under the settlement agreement, you must timely and properly contact SSA no later than **June 22, 2017** to request that SSA conduct a “Settlement Claim Review” of your record at SSA. You can contact SSA to request this review by:

- calling one of the toll-free numbers set up by SSA for this class action lawsuit (access charges may apply). Those phone numbers are listed in Section 23 of this Notice; or
- completing and mailing the enclosed Settlement Claim Review request form to SSA. If you complete the form, you must mail it to: Social Security Administration, Attn: Greenberg Lawsuit, Request for Settlement Claim Review, Office of International Operations, PO Box 33001, Baltimore, Maryland 21290-3001 USA.

You can also ask Class Counsel to ask SSA to do this review on your behalf by contacting Ira T. Kasdan, Esq., the lead attorney for Class Counsel. His contact information appears in Section 18, below.

To be valid, the request for a Settlement Claim Review must be made no later than **June 22, 2017**. Settlement Claim Review requests that are mailed, but have a post-mark date outside of that time period, are invalid.

The Settlement Claim Review is the process by which SSA determines that: (1) you are a Class member, (2) you have not excluded yourself from the Class and the settlement agreement by following the opt-out procedures discussed in Section 12 of this Notice, and (3) you are eligible for a payment of money provided for under the settlement agreement. As part of this review process, SSA might ask you for some information or documents.

#### 10. Am I giving up anything for my benefits from the settlement agreement?

If you are a Class member, all decisions made by the Court in the lawsuit and about the settlement agreement will apply to you. Therefore, if the Court approves the settlement agreement, and you do not affirmatively exclude yourself from the Class and the settlement agreement, you will be bound by the settlement agreement’s provision providing that Class members release their claims against the defendants. That means, you give up your right, if any, to be part of any other lawsuit or administrative proceeding against SSA and the Commissioner that includes the legal claims in this lawsuit.

## YOUR RIGHTS - GETTING OUT OF THE SETTLEMENT AGREEMENT

#### 11. What if I don’t want to be part of the settlement agreement?

You do not have to take part in the settlement agreement or be a Class member. This is called “excluding” yourself or “opting out.”

If you opt-out: (1) you will not receive payment from SSA under the terms of the settlement; (2) you cannot object to the settlement; and (3) any Court orders regarding the settlement and the lawsuit will not apply to you. By opting-out, however, you keep your right, if any, to be part of any other lawsuit or administrative proceeding against SSA that includes the legal claims in this lawsuit.

**12. How do I exclude myself (i.e., “opt out”) of the settlement agreement?**

To opt-out of the Class and settlement agreement, you must fully complete, sign, and mail the enclosed Opt-Out form on or before **June 22, 2015** to: Kelley Drye & Warren LLP, Attn: Greenberg Lawsuit Opt-Out, 3050 K Street, N.W., Suite 400, Washington, DC 20007-5108 USA.

If you are represented by your own attorney, the Opt-Out form must be signed by yourself, as well as by the attorney who represents you. An Opt-Out form signed by your attorney alone shall not be sufficient.

Opt-out forms that have a post-mark date after **June 22, 2015** are invalid.

If you do not follow these instructions properly, you will lose your right to opt-out. Any Class member who elects to opt out of the settlement and from being a Class member pursuant to this section shall not be entitled to relief provided by the settlement agreement.

**13. If I opt out of the settlement agreement, can I get the benefits from it or object to it?**

No. If you opt-out, you are ineligible to receive any benefits under the settlement agreement, including any payment from SSA provided for under the terms of the settlement agreement.

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT AGREEMENT

**14. How do I object to the settlement agreement?**

If you are a Class member and do not exclude yourself (i.e., you don’t “opt-out”), you can tell the Court that you do not like the settlement agreement or some part of it or otherwise comment on it. This is called “objecting” to the settlement agreement. For example, you can say you do not think the settlement agreement is fair or adequate, or that you object to the amount of the attorney fees requested by Class Counsel. The Court will consider your views but may approve the settlement agreement and/or Class Counsel’s application for attorney fees anyway.

To exercise this objection right, a Class member must provide written notice of his or her objection or comment via first class mail to Class Counsel, counsel for defendants’ counsel, and the Court. The objection or comment must: bear the signature of the Class member; bear the Class member’s full name, current address and telephone number; and state all of the Class member’s objections, the exact nature of those objections, and whether or not the Class member intends to appear at the Fairness Hearing. If the Class member is represented by his or her own lawyer, the notice of objection shall also be signed by that lawyer. An objection notice failing to contain the aforementioned information and signatures shall not be valid. An objection notice must be postmarked or personally delivered on or before **June 22, 2015**. Objections that are postmarked or personally delivered after that date shall not be valid.

The objection or comment must be postmarked or personally delivered by hand to all three of the following places on or before **June 22, 2015**:

Class Counsel	Defendants’ Counsel	The Court
Ira T. Kasdan, Esq. KELLEY DRYE & WARREN LLP, 3050 K Street, N.W., Suite 400, Washington, DC 20007 USA	Etzion Brand, Esq. Office of the General Counsel, Social Security Administration 6401 Security Blvd., Room 617 Baltimore, MD 21235 USA	United States District Court for the District of Columbia Attn: Judge Rosemary Collyer, re: Greenberg v. Colvin, Case No. 1:13-cv-01837-RMC 333 Constitution Avenue, N.W. Washington, DC 20001 USA

## 15. What's the difference between objecting and excluding myself?

Objecting is the way to tell the Court that you do not like something about the settlement. You can object only if you remain a Class member and a part of the settlement agreement.

Excluding yourself (*i.e.*, “opting out”) is the way to tell the Court you do not want to be a part of the settlement agreement and do not want to be a Class member, and that you do not want to release any claims that you have against the defendants in the lawsuit relating to the legal issues in the lawsuit. If you opt out, you cannot object because the settlement agreement does not affect you anymore.

## YOUR RIGHTS – APPEARING

### 16. Can I submit comments or appear to speak in the lawsuit about the settlement agreement?

Yes. As long as you do not exclude yourself or “opt-out,” you have the right to appear and speak for yourself in the lawsuit and about the settlement agreement. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you (or your lawyer) want to appear in the lawsuit, you must send the Court a paper called a “Notice of Appearance.” The Notice of Appearance should say you want to appear in *Greenberg, et al. v. Colvin, et al.*, Case No. 1:13-cv-01837-RMC. If you want to appear in the lawsuit and speak at the Fairness Hearing, your Notice of Appearance must also say that you (or your lawyer) intend to speak at the Fairness Hearing.

The Notice of Appearance must be filed with the Court. The address of the Court for filing a Notice of Appearance is: Clerk of the Court, United States District Court for the District of Columbia, 333 Constitution Ave., N.W., Washington, DC 20001 USA. You must also send copies of the Notice of Appearance to Class Counsel and defendants’ counsel at their addresses listed above in Section 14 of this Notice.

Reminder: If you are going to ask to speak at the Fairness Hearing about any objections or comments you have to the settlement agreement, your Notice of Appearance and your written objection or comment must be mailed and postmarked before **June 22, 2015**.

## IF YOU DO NOTHING

### 17. What happens if I do nothing at all?

If you are a Class member of the Settlement Class and do nothing, you will be part of the settlement agreement and remain a Class member and all of the Court’s orders in the lawsuit, including those regarding the settlement agreement will apply to you. You will have released the defendants in the lawsuit from all claims, if any, that you might have against them relating to the subject matter of the lawsuit. You will not be able to start a lawsuit or administrative process against those defendants or continue to be part of any other administrative process or lawsuit against them based on claims relating to the subject matter of the lawsuit that could have been asserted against the defendants in the complaint filed by Mr. Greenberg in the lawsuit. However, if you are eligible for a payment under the settlement, you must contact SSA to arrange for a review of your record by calling one of the toll-free numbers listed in Section 23 or by completing and mailing the “Settlement Claim Review” form to SSA.

## THE LAWYERS REPRESENTING YOU

### 18. Do I have a lawyer in the lawsuit?

The Court has designated the law firm of Kelley Drye & Warren LLP to represent you and all Class members of the Settlement Class. This law firm is called “Class Counsel.” The Court has accepted Ira T. Kasdan, Esq. of that Firm as the Lead Attorney for Class Counsel. The address, phone number, fax number, and email address for Mr. Kasdan is as follows:

Ira T. Kasdan, Esq.  
KELLEY DRYE & WARREN LLP  
3050 K Street, N.W., Suite 400  
Washington, DC 20007 USA  
Phone: (202) 945-6611  
Fax: (202) 342-8451  
Email: [SSACase@kelleydrye.com](mailto:SSACase@kelleydrye.com)

#### 19. How will Class Counsel be paid?

At the “Fairness Hearing,” which is further discussed in Sections 20-22 of this Notice, Class Counsel will ask the Court to approve its application for an award of attorney fees for filing the lawsuit, for all the work they have done representing the Class in reaching a settlement, and for any work that will be done to implement it.

In its application, Class Counsel intends to ask the Court to award it attorney fees up to 25% of the total amount that SSA pays to the Class members pursuant to the settlement agreement. If the Court grants Class Counsel’s fees application, these fees would be subtracted from each payment of money that SSA pays to Class members pursuant to the settlement agreement. As a result, any payment by SSA to a Class member pursuant to the settlement agreement would be reduced by the percentage, if any, that the Court sets in its ruling on Class Counsel’s attorney fees application.

Class Counsel has to file its application for an award of attorney fees at least 45 days before the Fairness Hearing. After that application is filed, it will be posted to [www.ssa.gov/greenberg](http://www.ssa.gov/greenberg), where you can view it.

## THE COURT’S FAIRNESS HEARING

#### 20. When and where will the Court decide whether to approve the settlement agreement?

The Court will hold a hearing regarding the fairness of the settlement, *i.e.*, a “Fairness Hearing.” At this hearing, the Court will consider whether the settlement agreement is fair and adequate. If there are objections or comments, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement agreement.

At this hearing, the Court will also consider Class Counsel’s application for an award of attorney fees and reimbursement of its out-of-pocket expenses and any objections made to that application. After the hearing, the Court will decide whether and/or to what extent to approve that application.

This hearing will be held before the Honorable Rosemary M. Collyer, United States District Court Judge at: United States District Court for the District of Columbia, Courtroom 8, 333 Constitution Avenue, N.W., Washington, DC 20001 USA.

The Fairness Hearing is currently scheduled for **June 30, 2015 at 9:30 AM in Courtroom 8** of the United States District Court for the District of Columbia. Note that the date and time of the Fairness Hearing and the courtroom in which is to be held are still subject to change, so it is a good idea to continue to check [www.ssa.gov/greenberg](http://www.ssa.gov/greenberg) for any updates on those details regarding the Fairness Hearing, particularly if you wish to attend that hearing.

#### 21. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you submit a written objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection or comment on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

#### 22. May I speak at the Fairness Hearing?

You can ask the Court to allow you to speak at the Fairness Hearing. To do so, you must send the Court a Notice of Appearance that includes a statement that you want to appear and speak at the Fairness Hearing. Section 16 of this Notice explains how to submit a Notice of Appearance.



## GETTING MORE INFORMATION

### 23. Are more details available?

This Notice summarizes the settlement agreement. More details are in the settlement agreement itself. A copy of the settlement agreement may be found at [www.ssa.gov/greenberg](http://www.ssa.gov/greenberg) or you may request to be mailed a copy of the settlement agreement by writing to the Lead Attorney for Class Counsel at the address provided for him in Section 18 of this Notice.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, DC 20001 USA.

If you have any questions about this Notice or the settlement agreement, you can:

- visit [www.ssa.gov/greenberg](http://www.ssa.gov/greenberg)
- write to the Lead Attorney for Class Counsel at the address provided for him in Section 18 of this Notice; or,
- call SSA at one of the toll-free numbers that it has set up for this class action lawsuit (access charges may apply). If calling from:
  - USA (domestic), please dial 855-727-8115;
  - Israel Barak, please dial 180-931-5817;
  - Chile Entel, please dial 1230-020-2354;
  - South Africa, please dial 0800-999-542;
  - United Kng BT, please dial 0808-234-8814

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